

Amendment # 1

This is an Amendment to QPA# 10265 (ASA8-8-15) entered into by and between Indiana Department of Administration (hereinafter referred to as "State") and Safety-Kleen Corp. (hereinafter referred to as "Contractor") dated 10/3/2007. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

| | | |
|---------------------|---------------------------------------|---|
| Change Name: | Old Name Safety-Kleen Corp. | Current Name Safety-Kleen Systems, Inc. |
|---------------------|---------------------------------------|---|

| | |
|-----------------------------------|-----------------------------------|
| Change Contact Names: From | To |
| Sharae Simmons or Janet Sherev | Jean Warnock or Sheila Tweedie |

| | | |
|--|-------------|-------------|
| Price Change from Drum to Case: | Drum | Case |
| Line 18 000000000100025571 | \$292.10 | \$22.45 |

| | | |
|----------------------------------|-------------|-------------|
| Price Change (Decrease): | Drum | Drum |
| Line 19 000000000100025572 | \$292.50 | \$292.10 |
| Line 54 000000000100025642 | \$278.16 | \$278.10 |
| Line 5 000000000100025556 | \$335.40 | \$333.60 |
| Line 31 000000000100025584 | \$335.40 | \$333.60 |
| Line 56 000000000100025644 | \$335.40 | \$333.60 |
| Line 68 000000000100025656 | \$335.40 | \$333.60 |

| | | |
|---------------------------------|---|-------------|
| Price Change (Increase): | Drum | Drum |
| Line 17 000000000100025570 | \$278.10 | \$333.60 |
| | (Change description from 10W40 to 15W40 on line 17) | |
| Line 44 000000000100025598 | \$327.15 | \$333.60 |

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

(Where Applicable)

Signature: Kevin Jerich
Printed Name: Kevin Jerich
Title: Account Executive
Date: December 14, 2007

Attested By: _____

State of Indiana Agency:

Signature: Cindi Atkinson
Printed Name: CINDI ATKINSON
Title: PURCHASING ADMINISTRATOR
Date: 12/19/07

Indiana Office of Technology

N/A
Gerry Weaver
Chief Information Officer
Date: _____

Department of Administration

Carrie Henderson
Carrie Henderson
Commissioner
Date: 12/21/07

State Budget Agency
Delegated per FMC 98-2
Christopher A. Ruhl
Director
Date: 1/27/07

Office of the Attorney General

Stephen Carter
Stephen Carter
Attorney General
Date: 1-11-08